Digital Banking – Agreement & Terms of Service

This Agreement is entered into between Wings Credit Union and any person who uses Wings Digital Banking.

Please read this Agreement carefully and print or save for future reference. By clicking "I Agree" or using Digital Banking, you are acknowledging and agreeing that the terms and conditions outlined in this Agreement will apply to and govern your use and that you consent to use electronic records and signatures in connection with our Digital Banking services.

Please contact Wings with any questions at 1 (800) 692-2274.

Definitions

The following terms shall have the following meanings in this Agreement:

- **"We," "us," "our"** and **"Wings"** means Wings Credit Union and any of its affiliates or direct or indirect subsidiaries when any of them have established an Account or provided an Online Banking Service.
- **"You"** or **"your"** means, as applicable, each owner or Authorized Representative of an Account.
- **"Account"** means each account you have with us which is accessible through Digital Banking. Accounts may include savings and checking accounts, certificates, and loans.
- **"Account Documentation"** means any other agreements, documents and disclosures relating to your Account(s) with us or our Online Banking Services.
- **"Authorized Representative"** means a person with authority to take action or make decisions on behalf of the owner of an Account, including, but not limited to, any person to whom you disclose your Security Information or provide access to your Security Information or your Account(s) through Digital Banking.
- **"Digital Banking"** refers to Wings Digital Banking platform accessible through a web-based browser or through Wings mobile app. The term also includes any other website or web pages you can access only after you enter into this Agreement as a condition to access.
- **"Business Day"** means Monday through Friday. Holidays are not included.
- **"Enhanced Security Data"** means a combination of enhanced security features comprised of a password and out of band multifactor authentication mechanisms. Your Enhanced Security Data is intended to prevent unauthorized access to your Accounts.
- **"Online Banking Service"** means each of the products and services you may access or enroll in through Digital Banking, including, but not limited to, Bill Payer, External Transfers, eDocuments and Mobile Deposit.
- **"Mobile Device"** means a cellular telephone or similar wireless communication device, including, but not limited to, a tablet or similar device, onto which you have downloaded software, or a mobile application provided by us ("Software") for the purpose of accessing Digital Banking.

What this Agreement Covers

Your use of Digital Banking is governed by the terms contained in this agreement and the following, which are considered part of this Agreement: (i) the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using Digital Banking or an Online Banking Service; (ii) the then-current rules and regulations of any funds transfer system or payment system used in connection with an Account or Online Banking Service; and (iii) state and federal laws and regulations, as applicable. Each of your Accounts and Online Banking Services will also continue to be subject to any other Account Documentation that applies to it.

Ownership, Control and Access to Accounts

1. Owners and Authorized Representatives

a. For Account(s) owned by more than one person, each owner individually has the right to provide Wings with instructions, conduct any transaction, make any decision, obtain any information, or make any request associated with their Accounts. We may act on the instructions of any owner without having liability to any owner. Please refer to the specific Account Documentation for your Accounts and Online Banking Services for more details.

b. You agree that any Authorized Representative will be acting as your agent and on your behalf, will be bound by this Agreement and any Account Documentation governing the Account, and is fully authorized by you. An Authorized Representative appointment by one account owner for an Account constitutes an Authorized Representative appointment by all other account owners of that Account.

c. If an Authorized Representative is appointed on an Account, all transactions that the Authorized Representative performs on an Account, including those you did not want or intend, are for all purposes transactions authorized by you. The account owner(s) of

the Account are solely responsible for those transactions, and we are not responsible for them. If you notify us that an Authorized Representative is no longer authorized, only transactions that you did not want or intend and that the Authorized Representative performs after we have had a reasonable opportunity to act on your notification will be considered unauthorized transactions.

To notify us that you want to terminate an Authorized Representative appointment you must contact us at 1 (800) 692-2274 with your notification to remove the Authorized Representative.

2. Accessing Online Banking Services and Accounts; Terminating Access

a. Accessing and Using Digital Banking. To access Digital Banking, you must have your Username and Password and the required hardware and software. You must also comply with any other security procedures and policies we may establish from time to time.

Subject to the terms and conditions of this Agreement, you may use Digital Banking to obtain Online Banking Services and perform authorized transactions in connection with your Accounts.

To activate some Online Banking Services, you must separately enroll for the service through Digital Banking. Your use of such services will constitute your acceptance of the terms and conditions that apply to these services.

We may, in our sole discretion, add or remove Online Banking Services or features of Online Banking Services.

b. System Availability. Subject to the terms of this Agreement, you will generally be able to access your Accounts and our Online Banking Services through Digital Banking 7 days a week, 24 hours a day. At certain times, Digital Banking may not be available due to system maintenance or circumstances beyond our control. We do not specifically warrant that Digital Banking will be available at all times. During times when Digital Banking is not available, you may be able to obtain information about your Accounts by calling Wings at 1 (800) 692-2274, using one of our automated teller machines ("ATM"), or visiting a Wings branch location during normal business hours.

We do not guarantee functionality of Digital Banking on all Mobile Devices, on all communication networks, in all geographic regions, or at all times. We make no representation that any content or use of Digital Banking is available for use in locations outside of the United States.

c. Hardware and Software Requirements. To use Digital Banking, you will need a computer or mobile device on a defined operating system version or newer, internet access, and/or an internet browser. Mobile device specifications and required OS versions can be found within the respective app store. Compatible browsers include Microsoft Edge, Google Chrome, Mozilla Firefox or Apple Safari. Browsers must be updated to one of the two most recent updates.

You are responsible for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet service provider, or your choice of systems and computer or device services. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer or device virus or related problems that may be associated with using your computer, Mobile Device, electronic mail, or the Internet.

By executing this Agreement, you agree and acknowledge that you are solely responsible for acquiring and maintaining the computer, computer equipment, Mobile Device, or other electronic devices and the software necessary to access Digital Banking. You also acknowledge and agree that you are responsible for all related costs associated with accessing Digital Banking.

d. Suspension or Termination of Access to Digital Banking. This Agreement will be in effect from the date you enroll in Digital Banking and at all times while you are using Digital Banking or any Online Banking Service. Unless otherwise required by applicable law, either you or we may terminate this Agreement and/or your access to any Online Banking Service through Digital Banking, in whole or in part, at any time without notice except as required by law. The termination of this Agreement will not terminate your obligations or our rights arising under this Agreement before such termination. All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

Suspension or Termination by Wings: If we determine you have violated any terms of this Agreement or any other Account Documentation you have with us, you agree that we may suspend or terminate your access to Digital Banking or any Online Banking Service. We further reserve the right to deny access to Digital Banking, or to deny the processing of requested transactions initiated through Digital Banking, in order to maintain or restore security to Digital Banking and our systems, e.g., if we reasonably believe there may be a high level of risk associated with your Account(s). We may also do so if we reasonably believe your Security Information has been or may be compromised or is being used or may be used by an unauthorized person(s). Also, if you do not use Digital Banking for a period of twelve (12) consecutive months, we may, in our discretion, terminate your access without prior notice to you.

Termination By Your Own Choice: If you close all of your Account(s), we will suspend or terminate your access to Digital Banking without prior notice to you.

Reinstatement of Online Access: Access to Digital Banking, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. If your access to Digital Banking was previously terminated and you are eligible for reinstatement, you may reenroll at any time through Digital Banking.

Online Security Procedures; Reporting Unauthorized Transactions

1. **Creation of Security Information.** At the time you enroll for Digital Banking, you will be asked to identify a unique Username and Password combination ("Security Information"). Your use of your Security Information shall have the same effect as your signature to authorize instructions you provide to us. You also agree to comply with such other security and authentication techniques as we may require from time to time to access your Accounts and other services through Digital Banking. We may also require additional security procedures to initiate certain transactions. These additional security procedures may require special hardware, software, or third-party services. We may also require the use or activation of specific Internet browser software features, plug-ins, and add-ons, such as "cookies", in order to utilize Digital Banking. Finally, we may acquire detailed information concerning the computer or Mobile Device you use to access Digital Banking, including unique internal and network identifiers for your computer(s), in order to enhance and facilitate secure access to Digital Banking.

2. **Changing your Security Information.** We recommend that you change your Password regularly. We may specify different Security Information requirements and other security parameters from time to time and/or require a password change.

3. **Your Responsibility to Secure Your Account.** You agree to safely keep your Security Information, not to record your Security Information or otherwise disclose or make your Security Information available to anyone other than Authorized Representatives of your Account(s). Anyone to whom you disclose your Security Information and anyone who has access to your Security Information will be considered to be your Authorized Representative for all purposes and will have full access to your Accounts and the Online Banking Services. You have no ability to limit any such person's authority.

   If anyone uses your Security Information with your permission, you will be responsible for any transactions performed by that person. If a third party should gain access to your Security Information, you alone are responsible for changing your Security Information so as to deny the third party's access to your Accounts.

   Information exchanged through Digital Banking is protected by advanced encryption techniques while being transmitted. These security measures still require your responsible behavior in protecting your Security Information. Please use maximum caution in protecting your Security Information.

4. **Lost or Stolen Security Information; Unauthorized Transfers.** If you believe your Security Information, Mobile Device or other access device has been lost or stolen, or that someone has transferred or may transfer funds from your Account without your authorization, contact us AT ONCE at 1 (800) 692-2274. For a description of your and our responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your Account Documentation.

5. **In Case of Errors or Questions about Your Account.** Please contact us at 1 (800) 692-2274 with respect to errors in, or questions about, transfers to or from your Accounts. Refer to your Account Documentation for a description of how errors and questions on funds transfers are processed. To contact us by mail, please use the following address:

   Wings Credit Union
   Attn: Account Services
   14985 Glazier Avenue
   Apple Valley, MN 55124

Additional Provisions Governing Digital Banking

1. **Fees for Digital Banking.** There is currently no fee to enroll in Digital Banking or to view your Account(s) information or make internal funds transfers between your Accounts. However, there may be other fees associated with your Account(s) or for certain Online Banking Services available through Digital Banking. Please refer to the Account Documentation governing your Accounts for fee information or contact a Wings representative at 1 (800) 692-2274 if you have questions regarding these fees. You are responsible for any fees or other charges that your Internet service provider or wireless carrier may charge for any data or message services related to the use of Digital Banking, including without limitation, SMS text messaging.

2. **Effective Time for Internal Funds Transfers Initiated Through Digital Banking.** The transfer of funds initiated through Digital Banking from one of your Accounts to another of your Accounts or to another Wings member (each an "Internal Transfer" and collectively, "Internal Transfers") will generally occur at the time that the Internal Transfer is requested, and the transferred funds will be available at that time, subject to system availability.

3. **Authorization to Transfer Funds.** You expressly authorize us to debit the appropriate Account in the amount of any funds transfer initiated through Digital Banking. You agree that we may treat any such funds transfer from an Account the same as a duly executed written withdrawal, transfer, check or loan advance and that we may treat any such funds transfer to an Account the same as a deposit or loan payment, all in accordance with the terms of this Agreement and the Account Documentation governing your Account(s).

4. **Displaying Accounts.** Use of Digital Banking requires at least one eligible account or loan with us. If you enroll in Digital Banking, Account(s) on which you are named as the owner or Authorized Representative with account access will be displayed to the extent such accounts can be linked to your Social Security Number or Tax Identification Number. Such Account(s) will also be displayed without regard to who else may have an ownership interest in such accounts.

Viewing Account Transaction Activity Online

1. **Account Transactions Using Digital Banking.** You are responsible for accurately entering all data necessary to perform a transaction in your Account(s) and for verifying all instructions transmitted to us. Your banking transactions using Digital Banking will be indicated on your monthly or quarterly statement we provide or make accessible to you for your Accounts.

2. **Account Transaction Activity.** Through Digital Banking, you may view the transaction activity on any of your Accounts. Such activity will be available for viewing for no less than twelve (12) months. The transaction activity for your Accounts can also be downloaded or printed at your convenience.

Notices and Communication

1. **General Provisions.** Except as expressly provided otherwise in this Agreement, you agree that we may provide you notices and other information regarding your Account(s), Online Banking Services, or Digital Banking (collectively "Account Related Information") through mail, electronically, by phone or by other means available. If there is more than one owner on your Account, we may send Account Related Information to any one of them. Any notice or Account Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you. The person receiving the notice is responsible for providing copies of all Account Related Information to all joint owners and Authorized Representatives.

   We reserve the right at all times to communicate all Account Related Information to you through the U.S. Postal Service.

   Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. You assume the risk of loss in the mail or otherwise in transit.

2. **Consent to Communication.** You expressly agree that we may from time to time make telephone calls and send emails and text messages to you in order for us to:

   - service your Accounts and Online Banking Services,
   - collect any amount you may owe, or
   - discuss our relationship, products, and services with you.

   The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic dialing device. We may call you and send email or text messages to you at any telephone number or email address you have provided to us, including mobile/cellular telephone numbers that could result in charges to the owner of the telephone account. In the event you withdraw any portion of this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your withdrawal instructions, including if the instructions are sent to us via SMS text message. Calls and messages to a Mobile Device may incur fees from your wireless carrier.

3. **Communicating with Us by Secure Messaging.** Digital Banking may provide an option for you to communicate with us by in-session secure messaging. You may send us questions about your Account(s) or maintenance and/or problem resolution issues, or to give comments regarding your satisfaction with your banking services. You cannot use secure messaging to initiate transactions on your Accounts. To initiate a transaction to or from one of your Accounts, please use the appropriate functions within Digital Banking or call us at 1 (800) 692-2274.

4. **Changes to Contact Information.** You agree that you will notify us immediately in the event of a change to your contact information (e.g., mailing address, email address, phone number). Changes may be initiated:

   - by you through Digital Banking.
   - at your request. You may instruct us to change the contact information to which we send notices or Account Related Information concerning your Account at any time by contacting us at 1 (800) 692-2274 or notifying us in writing at:

     Wings Credit Union
     Attn: Account Services
     14985 Glazier Avenue
     Apple Valley, MN 55124

Third-Party Service Providers, Software and Content; Limitations

1. **Third-Party Service Providers.** We may use third-party service providers acting on our behalf to assist us in offering one or more of the Online Banking Services provided through Digital Banking. You agree that we have the right under this Agreement to delegate to such third-party service providers some or all of our rights and performance obligations that we have under this Agreement, and that our third-party service providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Our third-party service providers are required to adhere to Wings' strict standards of security and privacy protection.

   In the event any third-party service provider is unavailable, or we determine, in our discretion, that we cannot continue providing any third-party service provider network access, we may discontinue the related Online Banking Service or may provide such service

through an alternate third-party service provider. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third-party service providers unless required by applicable law.

2. **Third-Party Software.** From time to time, we may offer third-party software tools and products that you may elect to install on your computer (collectively "Third-Party Software"). Digital Banking may also provide a download option for Accounts that allows you to download certain information into Third-Party Software you have installed on your computer. You are responsible for obtaining a valid and separate license agreement with the providers of the Third- Party Software.

   When using Third-Party Software to download certain information about your Accounts, certain limitations and restrictions apply, including, without limitation:

   - account information in your Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
   - statements generated by us are the official record of account transactions, and balances, and that the information you download is for tracking purposes only and should not be considered an official record;
   - information you can download may not include all of your account activity;
   - not all of the information in your Accounts can be downloaded into Third-Party Software;
   - the account information that you download to your Third-Party Software will not be automatically updated by us, and you agree and acknowledge that you will have to update the Account information by downloading more current information from your Accounts; and

   You agree and understand that:

   - you assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software or download using the Third-Party Software may be accessed by unauthorized third parties;
   - if you use the Third-Party Software to transmit information, you and the Third-Party- Software provider are responsible for the security and confidentiality of that information;
   - the Account information you download through Third-Party Software is provided to you "as is" and "as available";
   - you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Third-Party Software, including any necessary equipment such as a modem, and that you are responsible for all costs associated with accessing the Third-Party Software;
   - we are not liable for any loss, damages, or expenses of any kind as a result of your reliance upon the Account information downloaded through Third-Party Software, which may not be the most updated information and may not include pending transactions;
   - any Third-Party Software that you download is done at your own risk and you alone are responsible for any damage that might occur to the computer or other electronic device to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device; and
   - we will not be liable to you for your inability to use the Third-Party Software; the accuracy, timeliness, loss, or corruption, or mis delivery of any Account information or any other information processed by the Third-Party Software; or unauthorized access to your Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

3. **Third-Party Content.** From time to time, we may offer information, commentary, and tools supplied by companies that are not affiliated with us ("Third Party Content"). We do not own any interest in Third-Party Content. We do not edit, review, or endorse any Third-Party Content.

Privacy

All information gathered from you in connection with using Digital Banking will be governed by the provisions of your other Account Documentation governing your Account(s) and the Wings' privacy policy that was previously provided to you in connection with your Account(s).

Disclaimer of Warranties; Limitations of our Liability and Obligations to You; Your Agreement to Indemnify us Against Certain Losses

1. **Disclaimer of Warranties.** To the fullest extent permitted by law, we make no warranties of any kind for Digital Banking or the Online Banking Services, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that Digital Banking will be uninterrupted or error free, that defects will be corrected, or that Digital Banking is free of viruses or other harmful components.

2. **Limitations of Our Liability and Obligations to You.** To the fullest extent permitted by law and by our other Account Documentation with you, we will not be liable for or obligated to honor, in whole or in part, any transaction or instruction in the following instances:

   - Due to your actions or omissions, or those of third parties which are not within our immediate and reasonable control;

- Due to your negligence or breach of any agreement with us;
- If we are unable to confirm to our satisfaction the authority of any person to act on your behalf;
- If, through no fault of ours, you do not have adequate funds in your Account to complete the transaction, or if that account has been closed, or if withdrawals from that account have been prohibited by court order such as a garnishment or other legal process;
- If you have not properly followed our instructions, or if your computer or device malfunctions or fails, or if Digital Banking or any part of the electronic funds transfer system network was not working properly, and this problem should have been apparent to you at the time you attempted to make the transaction;
- If we reasonably believe a transaction is fraudulent or unauthorized;
- Due to scheduled system outages or circumstances beyond our reasonable control despite reasonable precautions that we have taken (e.g., delays or losses caused by telecommunications or internet outages, postal strikes, actions by third parties, equipment failures and acts of God).
- If the transaction or instruction is not in accordance with applicable law, our policies and procedures, or any term or condition of this Agreement or any other Account Documentation;
- Due to any ambiguity, inaccuracy or omission in any instruction or information provided to us;
- Due to your failure to initiate the transaction or instruction within the time requirements communicated by us;
- If we have other reasonable cause not to honor the transaction for our or your protection.

We shall only be liable to you for our gross negligence or willful misconduct in performing the services provided for herein, unless otherwise required by law. We do not make any representation that any content or use of Digital Banking is appropriate or available for use in locations outside of the continental United States, Alaska, or Hawaii.

In no event will we or any of our officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, Digital Banking, or the inability to use Digital Banking, even if advised of the possibility of such damages.

3. Your Additional Responsibilities

You are responsible for:

- actions that may be taken by anyone using Digital Banking after signing in with your Security Information, except as otherwise set forth herein or in the Account Documentation governing your Accounts. We are entitled to rely and act upon instructions received using your Security Information; and
- keeping your Security Information confidential and for ensuring that you have signed off from Digital Banking when your session is complete to prevent unauthorized persons from using Digital Banking.

You further agree that you will:

- not use Digital Banking for any illegal purposes;
- comply with all regulations, policies, and procedures of networks through which you access and use Digital Banking;
- not use Digital Banking for any activity or use that may disrupt Digital Banking or the networks through which you access or use Digital Banking; and
- not access or attempt to access any account for which you have no access authorization, or duplicate, modify, distribute, or display any of the data or files from any such account.

4. Customer Indemnification Obligations

- Except to the extent that we are liable under the terms of this Agreement or another Account Documentation, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third- party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:
- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, misuse or other breach of this Agreement or Digital Banking by you or your Authorized Representative;
- your violation of any law or rights of a third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Digital Banking by you or your Authorized Representatives.

Miscellaneous Provisions

1. **Amendments to this Agreement.** Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time. This may include adding new or different terms to, or removing terms from, this Agreement. When changes are made, we will update this Agreement on Digital Banking. Digital Banking will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or significant changes to the terms of this Agreement. By continuing to use Digital Banking after we send you notice of any change, you agree to the change. Changes to fees or terms applicable to Accounts or certain Online Banking Services are governed by the Account Documentation otherwise governing each Account or Online Banking Service.

2. **Governing Law; Arbitration; Venue; Jury Trial Waiver.** This Agreement will be read and interpreted according to the laws of the State of Minnesota, without regard to conflict-of-law rules. If a dispute arises between us with respect to this Agreement, its enforcement, or our Online Banking Services, either of us may require that it be settled by binding arbitration in accordance with the arbitration provisions contained in the Account Documentation governing the applicable Account or Online Bank Service. Minnesota state courts and U.S. federal courts located in Minneapolis, Minnesota, will otherwise be the only courts where legal actions regarding this Agreement can be brought. In any legal action or claim regarding this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

   YOU AND WE EACH WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY TRANSACTION HEREUNDER.

3. **Assignment.** We may assign our interest in this Agreement to any now existing or future direct or indirect subsidiary of Wings; however, you may not assign or transfer this Agreement. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

4. **Relationship Between This Agreement and Other Account Documentation You Have With Us.** Unless this Agreement specifically states otherwise, if there is a conflict between the terms and conditions contained in this Agreement and the terms and conditions of any other Account Documentation between you and us, or any other such agreement has terms that are not specifically addressed in this Agreement, then the other agreement will control and take precedence. The other agreement will only control with respect to the Account or Online Banking Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding online services or features that appear in the specific Account Documentation for your Account or Online Banking Service, but that do not appear in this Agreement, will apply. As an exception to the general rule described in this Section, if any other Account Documentation you have with us includes terms that address your online access to an Account, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address online access.

5. **Entire Agreement; Severability.** Together with other applicable Account Documentation, this Agreement represents the agreement between you and us regarding Digital Banking and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing Digital Banking will be deemed to have been modified by us and applied in a manner consistent with such laws.

   If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited, or unenforceable, it shall be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other action or jurisdiction.

6. **Waiver.** We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

   If you have any questions regarding this Agreement, please call us at 1 (800) 692-2274 or write to us at:

   Wings Credit Union
   Attn: General Counsel
   14985 Glazier Avenue
   Apple Valley, MN 55124